



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	
In re:	)	Chapter 11
	)	
SUFFERN PARTNERS LLC,	)	Case No. 21-22280 (SHL)
	)	
Debtor.	)	
	)	

**DECLARATION OF ALAN H. KATZ IN SUPPORT OF  
MOTION TO CONVERT TO CHAPTER 7**

Alan H. Katz, an attorney admitted before the Courts of the State of New York and this Court, affirms under penalty of perjury as follows:

1. I am a member of the Bar of this Court and Of Counsel to the firm Locke Lord LLP, attorneys for RS Old Mills RD, LLC in the above captioned bankruptcy case. I have personal knowledge of the facts stated herein and believe such facts to be true and correct. I make this affirmation in support of the Motion to Convert to Chapter 7 filed by RS Old Mills RD, LLC.

2. Attached hereto as Exhibit A is a true and correct copy of the transcript of the meeting of creditors pursuant to Bankruptcy Code section 341 held telephonically in the above captioned bankruptcy case on June 24, 2021, at which Isaac Lefkowitz appeared on behalf of debtor Suffern Partners LLC.

Dated: New York, New York  
August 11, 2021

/s/ Alan H. Katz  
Alan H. Katz



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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In the Matter of:  
SUFFERN PARTNERS LLC, Main Case No.  
Debtor. 21-22280-shl

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MEETING OF THE CREDITORS  
PURSUANT TO SECTION 341  
OF THE BANKRUPTCY CODE  
  
United States Bankruptcy Court  
300 Quarropas Street  
White Plains, New York 10601

June 24, 2021  
1:37 PM

B E F O R E:  
RICHARD MORRISSEY, ESQ.  
OFFICE OF UNITED STATES TRUSTEE

1

2 A P P E A R A N C E S (All present by video or telephone):

3 DAVIDOFF HUTCHER & CITRON LLP

4 Attorneys for Debtor

5 120 Bloomingdale Road

6 Suite 100

7 White Plains, NY 10605

8

9 BY: JONATHAN S. PASTERNAK, ESQ.

10

11

12 UNITED STATES DEPARTMENT OF JUSTICE

13 Office of the U.S. Trustee

14 201 Varick Street, Room 1006

15 New York, NY 10014

16

17 BY: RICHARD C. MORRISSEY, ESQ.

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20 ALTER & BRESCIA, LLP

21 Attorneys for DG Realty Management LLC

22 550 Mamaroneck Avenue

23 Harrison, NY 10528

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25 BY: BRUCE R. ALTER, ESQ.

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LOCKE LORD LLP  
  
Attorneys for RS Old Mills Road LLC  
  
Brookfield Place  
  
200 Vesey Street  
  
20th Floor  
  
New York, NY 10281

BY: CASEY HOWARD, ESQ.  
  
ALAN KATZ, ESQ.

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP  
  
Attorneys for CPIF Lending, Inc.  
  
1313 North Market Street  
  
Suite 1201  
  
Wilmington, DE 19801

BY: WILLIAM M. ALLEMAN, JR., ESQ.

BUTLER, FITZGERALD, FIVESON & MCCARTHY, P.C.

Attorneys for Old Republic National Title Insurance

Co.

9 East 45th Street, Ninth Floor

New York, NY 10017

BY: DAVID K. FIVESON, ESQ.

ALSO PRESENT:

UZIEL FRANKEL, Lone Pine Associates LLC

ISAAC LEFKOWITZ, CEO Suffern Partners LLC

SUFFERN PARTNERS LLC

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1 P R O C E E D I N G S

2 MR. MORRISSEY: We are on the record, and the record  
3 should reflect that the date is June 24th, 2021. The time is  
4 1:37 p.m., and the name of the case is Suffern Partners, LLC.  
5 That's spelled S as in Sam-U-F-F as in Frank-E-R-N. The docket  
6 number is 21-22280.

7 My name is Richard Morrissey. I'm an attorney in the  
8 Office of the U.S. Trustee for the Southern District of New  
9 York. The U.S. Trustee supervises the administration of  
10 bankruptcy cases filed under the Bankruptcy Code, and the  
11 debtor's representative is required to appear to be examined,  
12 examined under oath regarding the bankruptcy case.

13 The examination is being recorded, and I would request  
14 that anyone questioning the debtor state his or her name and  
15 indicate who he or she represents.

16 I'd like to begin by swearing in the debtor's  
17 representative.

18 But before I do that, Mr. Lefkowitz, are you going to  
19 be swearing in or affirming your identity?

20 MR. LEFKOWITZ: Affirm.

21 MR. MORRISSEY: Okay.

22 (Witness affirmed)

23 MR. MORRISSEY: Okay. Please speak a little more  
24 loudly. Although I can hear you, I'm not sure that the machine  
25 can.



SUFFERN PARTNERS LLC

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1 Please state and spell your name for the record.

2 MR. LEFKOWITZ: Isaac, I-S-A-A-C, Lefkowitz,  
3 L-E-F-K-O-W-I-T-Z.

4 MR. MORRISSEY: Thank you. And what is your  
5 relationship to the debtor?

6 MR. LEFKOWITZ: I am the CEO and shareholder of  
7 Goldman RX Incorporated, which is the hundred percent member of  
8 the debtor.

9 MR. MORRISSEY: Okay. And is Goldman RX in  
10 bankruptcy?

11 MR. LEFKOWITZ: No.

12 MR. MORRISSEY: Okay. And if counsel could note his  
13 appearance?

14 MR. PASTERNAK: Jonathan Pasternak, Davidoff Hutcher &  
15 Citron, 120 Bloomingdale Road, Suite 100, White Plains, New  
16 York 10605 for the debtor.

17 MR. MORRISSEY: Okay. Thank you. And now I am going  
18 to take appearances of counsel today. I'm not sure exactly who  
19 is or who isn't on the phone today, but I will try to call out  
20 my best guess as to who might be on the phone.

21 Is someone from Locke Lord on the phone?

22 MR. HOWARD: Yes, Mr. Morrissey. My name is Casey  
23 Howard, from Locke, here with my colleague Alan Katz. We both  
24 today are appearing on behalf of RS Old Mills Road LLC.

25 MR. MORRISSEY: Okay. Now, at the hearing I believe

SUFFERN PARTNERS LLC

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1 you referred to your client as RD, D as in David. Is that how  
2 we should call your client, or should we use RS Old Mills?

3 MR. HOWARD: We're more than happy to use RD.

4 MR. MORRISSEY: Okay. As long as everyone's on the  
5 same page. So and just for the record, Locke, in Locke Lord,  
6 is spelled L-O-C-K-E?

7 MR. HOWARD: Yes.

8 MR. MORRISSEY: All right. Is anyone here  
9 representing Continental Kosher Catering, Inc? Okay.

10 Hearing no response, is anyone here for TT Holder?  
11 Okay.

12 Hearing no response, is anyone here for Old Republic?

13 MR. FIVESON: Yes. David Fiveson, F-I-V-E-S-O-N, of  
14 Butler, Fitzgerald, Fiveson & McCarthy, 9 East 45th Street,  
15 Ninth Floor, New York, New York 10017.

16 MR. MORRISSEY: Thank you, Mr. Fiveson. And is anyone  
17 here for CPIF Lending?

18 MR. ALLEMAN: Yes. Good afternoon. This is Bill  
19 Alleman, Benesch, Friedlander, Coplan & Aronoff, on behalf of  
20 CPIF Lending LLC.

21 MR. MORRISSEY: Okay. Mr. Alleman, please spell your  
22 name for the record.

23 MR. ALLEMAN: A-L-L-E-M-A-N.

24 MR. MORRISSEY: Thank you. And is anyone here for  
25 Riverside Abstract? Okay. Hearing no response.

SUFFERN PARTNERS LLC

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1 How about the County of Rockland? Okay.

2 And DG Realty Management?

3 MR. ALTER: Good afternoon, Mr. Morrissey. This is  
4 Bruce Alter, from the law firm of Alter& Brescia, for DG  
5 Management.

6 MR. MORRISSEY: Okay. And is anyone here representing  
7 the debtor from Hahn & Hessen? Okay. Hearing no response.

8 If I haven't called your name or your client's name,  
9 now is the time to please identify yourself.

10 MR. FRANKEL: Hello.

11 MR. MORRISSEY: Hello.

12 MR. FRANKEL: Yes. My name is Uziel Frankel, and I'm  
13 here for Lone Pine Associates.

14 MR. MORRISSEY: Okay. Could you speak more loudly,  
15 please? I didn't catch your name.

16 MR. FRANKEL: Uziel Frankel. U-Z-I-E-L, Frankel,  
17 F-R-A-N-K-E-L.

18 MR. MORRISSEY: Okay.

19 MR. FRANKEL: I'm here for Lone Pine Associates.

20 MR. MORRISSEY: Okay. Could you spell the name of  
21 your client?

22 MR. FRANKEL: Yes. I'm the client. It's my company.

23 MR. MORRISSEY: Okay.

24 MR. FRANKEL: Lone Pine, L-O-N-E P-I-N-E Associates  
25 LLC.

SUFFERN PARTNERS LLC

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1 MR. MORRISSEY: Okay. Thank you. Anyone else?

2 MR. FRANKEL: Again, I'm also here -- I was asked to  
3 also represent, as, you know, Judy Brags, which is --

4 MR. MORRISSEY: Okay. Again, if you could speak more  
5 loudly and spell that name.

6 MR. FRANKEL: The name is -- yeah, I'm going to call  
7 this one. Judy Brags, Judy Brags, B-R-A-G-S.

8 MR. MORRISSEY: Okay. And that's a creditor in this  
9 case.

10 MR. FRANKEL: Yes. Yes. And it's certainly again.

11 MR. MORRISSEY: Okay. Thank you.

12 Okay. Anyone else?

13 Okay. Hearing no response, I think we can start with  
14 the questions.

15 Okay. Mr. Lefkowitz, do you have the debtor's  
16 petition in front of you?

17 MR. LEFKOWITZ: Yes.

18 MR. MORRISSEY: Okay. Did you sign that document?

19 MR. LEFKOWITZ: Yes.

20 MR. MORRISSEY: Okay. Do you see the signature page?

21 MR. LEFKOWITZ: Yes.

22 MR. MORRISSEY: Okay. And your signature is on that  
23 document?

24 MR. LEFKOWITZ: Correct.

25 MR. MORRISSEY: Okay. Next, the debtor's schedules.

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1 There's another signature page there. Do you see that?

2 MR. LEFKOWITZ: Yes.

3 MR. MORRISSEY: Okay. Did you sign that --

4 MR. LEFKOWITZ: Correct.

5 MR. MORRISSEY: You signed that document as well?

6 MR. LEFKOWITZ: Yes.

7 MR. MORRISSEY: Okay.

8 MR. LEFKOWITZ: Yes, sir.

9 MR. MORRISSEY: And then the statement of financial  
10 affairs is the next document?

11 MR. LEFKOWITZ: Correct.

12 MR. MORRISSEY: With yet another signature page. Do  
13 you see that?

14 MR. LEFKOWITZ: Yes.

15 MR. MORRISSEY: Okay. You signed that document?

16 MR. LEFKOWITZ: Yes, sir.

17 MR. MORRISSEY: Okay. And finally, there's the 1007-2  
18 declaration in your name. Do you see that document?

19 MR. LEFKOWITZ: Yes.

20 MR. MORRISSEY: Okay. And you signed that as well?

21 MR. LEFKOWITZ: Correct.

22 MR. MORRISSEY: Okay. Mr. Lefkowitz, are there any  
23 changes you wish to make to any of those documents?

24 MR. LEFKOWITZ: No.

25 MR. MORRISSEY: Okay. Has this debtor filed for

SUFFERN PARTNERS LLC

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1 bankruptcy before?

2 MR. LEFKOWITZ: No.

3 MR. MORRISSEY: Okay. Have the debtor opened a bank  
4 account?

5 MR. LEFKOWITZ: Yes.

6 MR. MORRISSEY: Is it marked a debtor-in-possession  
7 account?

8 MR. LEFKOWITZ: Correct.

9 MR. MORRISSEY: Okay. And what is the bank?

10 MR. LEFKOWITZ: Signature Bank.

11 MR. MORRISSEY: And where is the branch?

12 MR. LEFKOWITZ: In White Plains.

13 MR. MORRISSEY: Okay. Is there only one account?

14 MR. LEFKOWITZ: Correct.

15 MR. MORRISSEY: Okay. Have you provided my office  
16 with proof that the debtor-in-possession account has been  
17 opened?

18 MR. LEFKOWITZ: Yes.

19 MR. MORRISSEY: Okay. Now, do you remember an initial  
20 interview with my colleague, Victor Abriano, whose name is  
21 spelled A-B-R-I-A-N-O?

22 MR. LEFKOWITZ: Yes.

23 MR. MORRISSEY: Okay. Did you provide information to  
24 Mr. Abriano, either before, at, or after the initial debtor  
25 interview, concerning insurance?

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1 MR. LEFKOWITZ: I don't know if it was directly to me  
2 or to my counsel, but the -- I think the question of insurance  
3 came up, and we gave the reply.

4 MR. MORRISSEY: Okay. But you don't remember whether  
5 you actually transmitted either to Mr. Pasternak or directly to  
6 my office a copy of the insurance policies?

7 MR. LEFKOWITZ: Not directly to your office, but to  
8 Mr. Pasternak.

9 MR. MORRISSEY: Okay.

10 MR. PASTERNAK: Richard, it's all been forwarded to  
11 your office.

12 MR. MORRISSEY: Okay.

13 MR. PASTERNAK: Including the amended certificate,  
14 adding the UST as notice party. Thank you.

15 MR. MORRISSEY: Okay. Thank you, Mr. Pasternak.

16 Again, not just for Mr. Pasternak, but for anyone who  
17 speaks, if you could please first identify yourself. I know  
18 who you are, but the machine probably does not.

19 Have you provided a listing of disbursements for the  
20 ninety days leading up to the petition?

21 MR. LEFKOWITZ: Yes.

22 MR. MORRISSEY: Okay.

23 MR. LEFKOWITZ: Excuse me one second. Let me just get  
24 rid of this noise. One second. I'm back.

25 MR. MORRISSEY: Okay. Please describe, Mr. Lefkowitz,

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1 the nature of the business.

2 MR. LEFKOWITZ: Suffern Partners, the debtor, owns an  
3 industrial site in Suffern, New York, approximately 163 acres  
4 of land with approximately 600,000 square foot of industrial  
5 building.

6 MR. MORRISSEY: Okay. Is that space occupied?

7 MR. LEFKOWITZ: It's partially occupied, a very small  
8 portion, by a holdover tenant, Continental Kosher.

9 MR. MORRISSEY: Okay. When you say partially  
10 occupied, you mentioned that it's a 600-square-foot building.  
11 How many square feet are occupied?

12 MR. LEFKOWITZ: Approximately 40,000 square feet.

13 MR. MORRISSEY: First of all, when did you acquire the  
14 building, meaning Suffern Partners, of course?

15 MR. LEFKOWITZ: In third quarter of 2017.

16 MR. MORRISSEY: Okay. Is that when the debtor was  
17 established?

18 MR. LEFKOWITZ: Correct.

19 MR. MORRISSEY: For the purpose of purchasing that  
20 property?

21 MR. LEFKOWITZ: Correct.

22 MR. MORRISSEY: Okay. Has the debtor had other  
23 tenants between 2017 and now, or has it always been mostly  
24 vacant?

25 MR. LEFKOWITZ: Always been mostly vacant.



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1 MR. MORRISSEY: Have you tried to fill up the space?

2 MR. LEFKOWITZ: Correct.

3 MR. MORRISSEY: Okay. The tenant that you mentioned,  
4 the catering company --

5 UNIDENTIFIED SPEAKER: Excuse me. Nobody else can be  
6 speaking right now. Thank you.

7 MR. MORRISSEY: The catering company, how long has  
8 that been in the building?

9 MR. LEFKOWITZ: So they came into the building  
10 sometimes in August of 2018, prior to their lease commencement,  
11 and their lease commenced December of 2018, and they are there  
12 ever since.

13 MR. MORRISSEY: What's the term of that lease?

14 MR. LEFKOWITZ: Originally that lease was a ten-year  
15 lease, but it was terminated in 2019.

16 MR. MORRISSEY: Terminated by what?

17 MR. LEFKOWITZ: By default, nonpayment. Tenant hasn't  
18 paid a single month's rent since their occupancy.

19 MR. MORRISSEY: Okay. And what is the value of the  
20 property?

21 MR. LEFKOWITZ: We're presently in a contract to sell  
22 the property at fifty-two-and-a-half million dollars.

23 MR. MORRISSEY: So in other words, your valuation is  
24 based on the proposed -- on the sale price as opposed to an  
25 appraisal; is that correct?

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1 MR. LEFKOWITZ: Or the actual sale price.

2 MR. MORRISSEY: Right. Now, just for the record,  
3 there is a motion pending to sell that property for that price.  
4 And Mr. Lefkowitz, that's a private sale, correct, as opposed  
5 to sale subject to auction?

6 MR. LEFKOWITZ: Correct.

7 MR. MORRISSEY: Now, I'm getting a little bit ahead of  
8 myself in terms of the disposition of the case, but do you  
9 expect that if that sale goes through that the proceeds are  
10 going to pay all creditors in full?

11 MR. LEFKOWITZ: Correct. A hundred percent plan.

12 MR. MORRISSEY: Okay. You also list, in addition to  
13 the property, accounts receivable in the amount of 650,000  
14 dollars. That's in Schedule B. I don't know if you want to  
15 take a look at that or not. But I was going to ask simply,  
16 what company or companies or persons owe the debtor this amount  
17 in receivables?

18 MR. LEFKOWITZ: That's the approximate amount of the  
19 arrears of the tenant Continental Kosher. It's probably higher  
20 than that.

21 MR. MORRISSEY: Okay. And that's the sole receivable  
22 that you're referring to in the schedules?

23 MR. LEFKOWITZ: Correct. Correct.

24 MR. MORRISSEY: Okay. You also list a claim against  
25 North 14th Street Realty Associates in the amount of 4,850,000

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1 dollars. Could you explain that?

2 MR. LEFKOWITZ: So when we procured financing from the  
3 lender CPIF to secure a mortgage on the acquisition on this  
4 property, we needed to provide CPIF additional collateral to  
5 cross-collateralize their full outstanding mortgage. At that  
6 time there was my predecessor, a different principal, who owned  
7 another piece of property N14 (ph.), as North 14, a Brooklyn  
8 property, and they provided that property for cross-  
9 collateralization.

10 At the time of the closing that property had an  
11 existing mortgage, and the secured lender, CPIF, insisted that  
12 that mortgage should be paid off. So part of the proceeds of  
13 the sale went to clear up that mortgage, so the new mortgage of  
14 CPIF can be placed onto that property as well as cross-  
15 collateralization.

16 MR. MORRISSEY: Okay. Let's back up just for one  
17 second. Mr. Lefkowitz, are you not the original principal of  
18 the debtor?

19 MR. LEFKOWITZ: Not when this transaction took place  
20 in 2017. I'm the principal since March of 2019.

21 MR. MORRISSEY: Okay. And was there a transaction to  
22 cause that transition to happen?

23 MR. LEFKOWITZ: Correct.

24 MR. MORRISSEY: What was that?

25 MR. LEFKOWITZ: I acquired with -- through my company,

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1 Goldman RX, I acquired all the interests of my -- of the  
2 predecessors members of Suffern Partners, which was two  
3 members, a company called RSOM and an individual of Goldie  
4 Reisman. So I acquired the one hundred percent membership  
5 interest of Suffern Partners.

6 MR. MORRISSEY: Okay. And if you could just explain,  
7 and I apologize if you believe you already did, why North 14th  
8 Street Realty owes the debtor 4,850,000 dollars?

9 MR. LEFKOWITZ: I'm not sure whether it's owed or not  
10 or there's some sort of a, you know, a claim, which needed to  
11 be sorted out at the time of the closing. When Suffern  
12 Partners acquired the property and Suffern Partners acquired  
13 the lender to put a mortgage onto its property, North 14  
14 property came into play as a cross-collateral in order to do  
15 that. Suffern Partners undertook to clear off that mortgage.  
16 So I'm not sure if North 14 will file a claim or not, but we  
17 just did it for disclosure.

18 MR. MORRISSEY: Okay. But are you filing a claim  
19 against them, or are they filing a claim against the debtor?

20 MR. LEFKOWITZ: Neither.

21 MR. MORRISSEY: Okay. But you're not aware of any  
22 action that's actually been taken? There's no litigation that  
23 has been commenced regarding North 14th Street Realty?

24 MR. LEFKOWITZ: Correct

25 MR. MORRISSEY: Okay. Did you provide consideration

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1 or payment when you acquired the company in 2019?

2 MR. LEFKOWITZ: Yes.

3 MR. MORRISSEY: Okay. How much was that?

4 MR. LEFKOWITZ: It was a combination of a deal. It  
5 was basically -- it was the undertaking of immediate  
6 liabilities that the company had, that Suffern Partners had,  
7 and we had to infuse capital in order to keep Suffern Partners  
8 afloat. And it was an undertaking to get the cross-collateral  
9 of their property disposed of.

10 MR. MORRISSEY: Okay. But could you assign a dollar  
11 amount to the transaction, to the purchase of Suffern Partners?

12 MR. LEFKOWITZ: It is -- it's a combination, but it's  
13 probably to the tune of over five millions dollars.

14 MR. MORRISSEY: Okay. And Mr. Lefkowitz, you  
15 personally are not in bankruptcy; is that correct?

16 MR. LEFKOWITZ: Correct.

17 MR. MORRISSEY: Okay. You mentioned CPIF Lending  
18 earlier. Do they have a mortgage against the property?

19 MR. LEFKOWITZ: Yes.

20 MR. MORRISSEY: Okay. But as collateral, you had to  
21 put up that Brooklyn property, correct?

22 MR. LEFKOWITZ: Correct.

23 MR. MORRISSEY: And was there another Brooklyn  
24 property as well, or just the one?

25 MR. LEFKOWITZ: Just the one. I think it has an AKA

SUFFERN PARTNERS LLC

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1 to it.

2 MR. MORRISSEY: Okay. My understanding, Mr.  
3 Lefkowitz, is that the property was previously owned by the  
4 corporation Novartis, N-O-V-A-R-T-I-S; is that true?

5 MR. LEFKOWITZ: Correct. Novartis Pharmaceutical.

6 MR. MORRISSEY: Okay. And then who owned the property  
7 after Novartis?

8 MR. LEFKOWITZ: So there was a company called RS Old  
9 Mill, which was nicknamed RS1 (ph.), that went into contract to  
10 buy from Novartis. They couldn't proceed with their closing,  
11 so they filed for bankruptcy in the Southern District, in White  
12 Plains. RS Old Mill went ahead and flipped it to RD, which is  
13 RS Old Mill Road. That's why it's nickname RD.

14 So there was an actual deed transfer from RS Old  
15 Mill -- from Novartis to RS Old Mill, from RS Old Mill to RS  
16 Old Mill Road, and RS Old Mill Road did a deed transfer to  
17 Suffern Partners.

18 MR. MORRISSEY: Okay. Was the transfer to Suffern  
19 Partners done during that RS1 bankruptcy or after?

20 MR. LEFKOWITZ: During.

21 MR. MORRISSEY: Okay. Do you know -- just again, I'm  
22 only asking if you know. I don't want you to do an  
23 investigation. But do you know if the bankruptcy court in the  
24 RS1 case approved that sale or that transfer?

25 MR. LEFKOWITZ: Not at that time. Not at that time.

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1 We were locked into adversary proceedings after the fact, and  
2 Judge Drain did a nunc pro tunc court order approval that RS  
3 Old Mill had the authority to transfer to RD, which, by the  
4 way, RD paid no consideration, and then RD did a transfer to  
5 Suffern, which Suffern paid all the consideration.

6 MR. MORRISSEY: But directly to RD, not to RS1,  
7 correct?

8 MR. LEFKOWITZ: Correct. Well, not directly to RD.  
9 It was directly to RD's direction where all funds should go to.  
10 RD was a shell company with no bank account.

11 MR. MORRISSEY: Okay. I understand there is  
12 litigation, or has been in the district court involving the  
13 debtor's title insurer, Old Republic National Title Insurance  
14 Company, as well as Old Republic's abstract company, which is  
15 called Riverside. And before I get to what's happening in the  
16 bankruptcy court with that, could you just explain briefly what  
17 that action was about?

18 MR. LEFKOWITZ: So when Suffern Partners acquired the  
19 property in 2017 they engaged Riverside Abstract as a title  
20 agent to Old Republic, paid for title insurance, and Old  
21 Republic issued two policies, one to -- an owner's policy to  
22 Suffern Partners, as well as a lender's policy to CPIF.

23 When the adversary proceeding in Judge Drain's  
24 bankruptcy in the Southern District from RS Old Mill, which is  
25 RS1, when that adversary proceeding started we filed a claim

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1 with Old Republic, because it was a direct attack on title.  
2 So -- and later on, when that all got disposed through the nun  
3 pro tunc, RD started an action in the Southern -- in the state  
4 court, in Rockland Supreme. And again, we filed another claim  
5 with Old Republic for defending those.

6 We didn't come to a complete agreement on defense, and  
7 there was dispute about it, and that's what this action started  
8 in the district court between Old Republic and Suffern  
9 Partners.

10 MR. MORRISSEY: Okay. Now, I will note for the record  
11 that at a hearing two days ago, which is the 22nd of June, the  
12 court heard a motion to settle that action, and the judge's  
13 decision is still pending, so the debtor obviously hopes that  
14 the judge approves that settlement. So we'll see.

15 Does the debtor have employees?

16 MR. LEFKOWITZ: No.

17 MR. MORRISSEY: Okay. And what are the monthly  
18 expenses associated with operating the property?

19 MR. LEFKOWITZ: You've -- no, I didn't get that. You  
20 finished that question?

21 MR. MORRISSEY: Yes. What are the monthly expenses  
22 associated with operating the property?

23 MR. LEFKOWITZ: Oh, okay. Just one second. Let me  
24 just pull that up again.

25 MR. MORRISSEY: If you're looking at a document,



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1 that's fine, if you could just tell us what it is.

2 MR. LEFKOWITZ: Yeah. It's a declaration that we  
3 filed. Just want to do the correct amount. I know it by  
4 heart, the approximate amount.

5 MR. MORRISSEY: Okay. That's the 1007-2 declaration,  
6 which is found at ECF document number 3.

7 MR. LEFKOWITZ: Correct. So I don't know the total,  
8 but I can give you the few line items. It cost about 16,000  
9 dollars for a security company to secure the site,  
10 approximately 4,000 dollars in landscaping, approximately  
11 140,000 dollars in real estate taxes, although there's a  
12 certiorari in dispute pending. And then there is miscellaneous  
13 fire alarm and maintenance of approximately 20,000 dollars a  
14 month. And that's excluding the debt service.

15 MR. MORRISSEY: Okay. I'm sorry. What was the amount  
16 of the real estate taxes per month?

17 MR. LEFKOWITZ: About 138 and change. 138,000.

18 MR. MORRISSEY: And has the debtor been making  
19 payments on those line items you just mentioned since the  
20 filing?

21 MR. LEFKOWITZ: No.

22 MR. MORRISSEY: On any of them?

23 MR. LEFKOWITZ: Correct.

24 MR. MORRISSEY: Have had real estate taxes come due,  
25 since you filed, for post-petition, the post-petition period?

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1 MR. LEFKOWITZ: You know, it's hard to say, you know,  
2 what came due. You know, you can't tell what the county is and  
3 how the county is running their calendar, but I think the next  
4 payment was -- I think there was a payment due -- I should  
5 correct. I think there's another bill that came out in June.

6 MR. MORRISSEY: Okay. Was there a due date?

7 MR. LEFKOWITZ: You know, real estate taxes, in order  
8 for it not to incur interest and penalties, there's a due date.

9 MR. MORRISSEY: Right. But do you know what it is?

10 MR. LEFKOWITZ: No, I don't.

11 MR. MORRISSEY: Okay. Do you intend to make that  
12 payment when it's due?

13 MR. LEFKOWITZ: We intend to sell the property.  
14 That's what this motion for the sale is pending, and if the  
15 closing goes through, real estate taxes in arrears gets paid  
16 off at the closing. Otherwise you can't close.

17 MR. MORRISSEY: Right. And I understand that you're  
18 aiming, but this is based on what I heard at the hearing the  
19 other day. You hope that not only that the sale is approved by  
20 the court, but that the closing takes place on or about July  
21 16th; is that correct?

22 MR. LEFKOWITZ: Correct.

23 MR. MORRISSEY: Okay. If, for whatever reason, the  
24 sale does not close, do you intend to pay, and is the debtor  
25 able to pay the administrative expenses? Those are the ones

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1 that are incurred after the petition date.

2 MR. LEFKOWITZ: The debtor is not able to pay, you  
3 know, without any DIP lender to be put in place. The debtor  
4 has no revenue.

5 MR. MORRISSEY: Okay. Has the debtor been talking to  
6 a DIP lender?

7 MR. LEFKOWITZ: Yes.

8 MR. MORRISSEY: But is it fair to say, and I don't  
9 mean to put words in your mouth, Mr. Lefkowitz, but if the sale  
10 goes through, you won't need the DIP loan, but if the sale does  
11 not go through, you will need the DIP loan?

12 MR. LEFKOWITZ: That's correct.

13 MR. MORRISSEY: I mentioned the bank account earlier  
14 that you have at Signature Bank. How much is on deposit in  
15 that account?

16 MR. LEFKOWITZ: Zero.

17 MR. MORRISSEY: Okay. Now you mentioned -- well,  
18 actually, we both mentioned the CPIF loan. Are there carrying  
19 costs associated with that loan?

20 MR. LEFKOWITZ: Yes.

21 MR. MORRISSEY: Do you know what they are? Under  
22 normal circumstances, what the monthly expense is?

23 MR. LEFKOWITZ: It's somewhere in the vicinity of  
24 about 300,000 dollars. It carries both an interest and arrears  
25 of default interest and default penalties.

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1 MR. MORRISSEY: How much is owed on that loan?

2 MR. LEFKOWITZ: Approximately forty-five-and-change  
3 million.

4 MR. MORRISSEY: What was the face amount of the loan?

5 MR. LEFKOWITZ: Thirty-three million.

6 MR. MORRISSEY: Have you hired a broker for the sale?

7 MR. LEFKOWITZ: Yes. Yes.

8 MR. MORRISSEY: Okay. Do you know if the broker has  
9 been retained in the bankruptcy case?

10 MR. LEFKOWITZ: I think there's an application.

11 MR. MORRISSEY: Okay. What's the name of the broker?

12 MR. LEFKOWITZ: CBRE. CB Richard Ellis.

13 MR. MORRISSEY: Okay.

14 MR. PASTERNAK: This is Jon Pasternak. There's not a  
15 technical application, because they were engaged pre-  
16 bankruptcy, and there's a motion to assume their retention  
17 agreement, as modified, as part of the sale motion. Thank you.

18 MR. MORRISSEY: Okay. Thank you, Mr. Pasternak.

19 Is that your understanding, Mr. Lefkowitz?

20 MR. LEFKOWITZ: Correct.

21 MR. MORRISSEY: Okay. What is the name? You  
22 mentioned that there is a buyer in a private sale. What's the  
23 name of the buyer?

24 MR. LEFKOWITZ: The name of the buyer is TT Holder  
25 Entity.

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1 MR. MORRISSEY: Okay. TT as in -- T as in Thomas?

2 MR. PASTERNAK: Tom Tom.

3 MR. MORRISSEY: Okay.

4 MR. LEFKOWITZ: Correct.

5 MR. MORRISSEY: Is there a time of the essence or some  
6 kind of deadline for that sale?

7 MR. LEFKOWITZ: So the time of the essence is July 16  
8 in order for a hundred percent plan to be able to consummate  
9 it, because we struck a deal with the lender to give us over  
10 eight million dollars in discount of the first position loan.  
11 Should it not close on July 16, the discount goes away.

12 MR. MORRISSEY: Correct. But that's from the lender's  
13 point of view. How about from TT Holder, the buyer's point of  
14 view? Is July 16th the deadline for them as well?

15 MR. LEFKOWITZ: It's a -- it's a self-created  
16 deadline, but not a -- not a -- not memorialized in the  
17 agreement.

18 MR. MORRISSEY: Okay. Are there any licenses or  
19 permits required to operate the debtor?

20 MR. LEFKOWITZ: No.

21 MR. MORRISSEY: In 2017, when Suffern Partners, under  
22 the old management, purchased the property, what was the  
23 purchase price? Do you know?

24 MR. LEFKOWITZ: So the purchase price to RD was thirty  
25 million.

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1 MR. MORRISSEY: Okay. And how about to Suffern?

2 MR. LEFKOWITZ: No, I'm saying Suffern to RD.

3 MR. MORRISSEY: Oh, I'm sorry. Understood. Was there  
4 a down payment or was it all paid at once?

5 MR. LEFKOWITZ: It was all paid at once.

6 MR. MORRISSEY: Okay. And what is DG? That's David  
7 George Realty Management, LLC?

8 MR. LEFKOWITZ: The management company that manage the  
9 property.

10 MR. MORRISSEY: Okay. I believe you listed a five-  
11 million-dollar loan, if I'm not mistaken, in the schedules; is  
12 that right?

13 MR. LEFKOWITZ: Correct.

14 MR. MORRISSEY: Okay. Can you describe that loan?

15 MR. LEFKOWITZ: So DG has been advancing monies to  
16 operate the property for the last few years.

17 MR. MORRISSEY: For the last how many years? I'm  
18 sorry.

19 MR. LEFKOWITZ: Since 2018.

20 MR. MORRISSEY: Since you acquired the debtor?

21 MR. LEFKOWITZ: Prior to that. I acquired it in March  
22 or April of 2019, and DG Realty was already on the property  
23 before that.

24 MR. MORRISSEY: Okay. Have any payments been made to  
25 DG Realty Management since then?

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1 MR. LEFKOWITZ: No.

2 MR. MORRISSEY: Okay. Is that five-million-dollar  
3 claim in dispute at all?

4 MR. LEFKOWITZ: No.

5 MR. MORRISSEY: So when you say that as a result of  
6 the sale the proceeds will be sufficient to fund a hundred  
7 percent plan, DG Realty Management is among the creditors that  
8 will be paid in full under that plan?

9 MR. LEFKOWITZ: Correct.

10 MR. MORRISSEY: Okay. Orange & Rockland Utilities  
11 has, according to the schedules, a 309,000-dollar claim for  
12 what you refer to as a meter assessment, and you also say it's  
13 disputed. Could you please explain that claim and what the  
14 dispute is?

15 MR. LEFKOWITZ: So Orange & Rockland sued Suffern  
16 Partners for utilities for the year of 2018. Apparently, there  
17 was an open meter running power, which Suffern Partners never  
18 applied for, never opened an account, and didn't have any use  
19 for any power, because it was vacant. But nevertheless, Orange  
20 & Rockland claims power was running. Somebody has to pay for  
21 it, so it's state litigation, and it's pending.

22 MR. MORRISSEY: Okay. Have you been in discussions  
23 with Orange & Rockland since you filed the case?

24 MR. LEFKOWITZ: No. Not since we filed the case, but  
25 there were some settlement discussions prior to filing the

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1 case.

2 MR. MORRISSEY: Okay. I'm going to just interject a  
3 comment, and you can take it for what it's worth. It may be  
4 that this open claim may or may not be an impediment to a plan  
5 getting confirmed. Sometimes disputed claims are resolved  
6 prior to confirmation, and sometimes that happens after  
7 confirmation. But certainly sufficient monies have to be  
8 available to pay that claim upon confirmation, even if the  
9 claim is ultimately adjudicated later on.

10 I just want to make sure that, you know, you should be  
11 discussing with your counsel whether you need to grapple with  
12 Orange & Rockland Utilities before you offer up a plan in the  
13 case. Okay?

14 MR. LEFKOWITZ: I appreciate the advice.

15 MR. MORRISSEY: Okay. Now, then there's a claim of  
16 Town of Ramapo listed in the schedules at 5.7 million dollars,  
17 of which 5.25 million is listed as secured, and 5.25 million,  
18 of course, happens to be the proposed sale price for the  
19 property.

20 There was some discussion at the hearing the other  
21 day, Mr. Lefkowitz, about who the claimant really was, whether  
22 that was the Town of Ramapo or whether it was really the County  
23 of Rockland. But this was for real estate taxes, correct?

24 MR. LEFKOWITZ: Correct.

25 MR. MORRISSEY: Okay. Have you been in discussions



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1 with whoever the claimant is, be it the town or the county?

2 MR. LEFKOWITZ: Yes.

3 MR. MORRISSEY: Okay. I'll also note, just for the  
4 record, that an attorney for the County of Rockland appeared at  
5 the hearing the other day, so I think we know that the County  
6 of Rockland believes it holds that claim. Do you believe that  
7 as well?

8 MR. LEFKOWITZ: We believe they hold a claim. It's  
9 the amount that it's in dispute, and we have our tax certiorari  
10 lawyer, which just got approved his retention. He's in  
11 communication with the attorney of -- it's not the same  
12 attorney that appeared two days ago, but it's the town  
13 attorney, and we're discussing if -- what is the real dollar  
14 amount that's being owed or being settled?

15 MR. MORRISSEY: Okay. Understood. And as long as  
16 discussions are happening, that's certainly a sign of progress.  
17 And once again, you'll discuss with your counsel as to what  
18 effect the undetermined amount of that large claim may or may  
19 not affect the confirmation process.

20 MR. LEFKOWITZ: Correct.

21 MR. MORRISSEY: Okay. Have you or anyone signed a  
22 personal guarantee for any of the debtor's liabilities?

23 MR. LEFKOWITZ: There is a personal guarantee to the  
24 lender, but it's a personal guarantee. They should pay our  
25 predecessor.

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1 MR. MORRISSEY: Okay. But it wasn't your personal  
2 guarantee, correct?

3 MR. LEFKOWITZ: Correct.

4 MR. MORRISSEY: Okay. So you never signed a personal  
5 guarantee for any of the liabilities of the debtor; is that  
6 correct?

7 MR. LEFKOWITZ: Correct.

8 MR. MORRISSEY: Okay. Given that there are other  
9 people on the line, I'm going to yield the floor in a moment.

10 I just wanted to tell you, Mr. Lefkowitz, something  
11 that was covered at the initial debtor interview, which are the  
12 debtor's operating reports. The operating reports have to be  
13 filed every month while the debtor is in Chapter 11, so the  
14 parties know and the court knows the debtor's financial  
15 condition as the debtor goes through the course of the Chapter  
16 11 case. The reports will reflect, among other things,  
17 payments made and payments not made. So for example, the  
18 payments accruing on account of the administrative claims would  
19 appear on there, whether it's for taxes or maintenance of the  
20 property or for anything else.

21 But you do understand, Mr. Lefkowitz, that those  
22 reports have to be filed every month during the pendency of the  
23 case?

24 MR. LEFKOWITZ: Yes, sir.

25 MR. MORRISSEY: Okay. Thank you. Also, quarterly

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1 fees to the U.S. Trustee are due. Those are based on the  
2 debtor's disbursements. There's a minimum amount if there are  
3 no disbursements. But again, I just want to make sure you  
4 understand that that's a statutory requirement that those  
5 quarterly fees be paid. So we are now in the second quarter of  
6 2021. The quarterly fee payment for the second quarter would  
7 be due July 31st of 2021. That is the end of the month after  
8 the end of the quarterly period. Do you understand how that  
9 works?

10 MR. LEFKOWITZ: Yes.

11 MR. MORRISSEY: Okay. At this time, I'm going to  
12 yield the floor to anyone on the phone, a creditor who wishes  
13 to ask questions of the debtor. Now, once again, as I said off  
14 the record, I'll say it on the record. This is not the  
15 occasion for a deposition. You can take a deposition. You can  
16 apply for a 2004 examination with the court, if you would like,  
17 but if you would like to ask a few questions of the debtor at  
18 this time about what we have been talking about, namely the  
19 debtor's condition, now is the time to do it.

20 And I'm going to begin by just inviting Mr. Howard, if  
21 you would like to begin with any questions?

22 MR. HOWARD: Yes. Thank you, Mr. Morrissey. I would.

23 MR. MORRISSEY: Okay. Please start with stating your  
24 name again for the record.

25 MR. HOWARD: Certainly. Mr. Lefkowitz, good

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1 afternoon. My name is Casey Howard. I'm an attorney at Locke  
2 Lord in the City, and I'm here on behalf of RS Old Mills Road  
3 LLC.

4 Mr. Morrissey, okay if I proceed?

5 MR. MORRISSEY: Please.

6 MR. HOWARD: All right. Thank you.

7 Mr. Lefkowitz, I'll be asking most of my questions  
8 focused upon the petition that Mr. Morrissey was referencing.  
9 Do you still have that available to you?

10 MR. LEFKOWITZ: Yes.

11 MR. HOWARD: Okay. If I could ask, first of all, in  
12 Schedule A to look at question number 75. Now, Mr. Morrissey  
13 had asked you a bit about the 4.85-million-dollar loan for  
14 monies advanced for a claim of North 14th Street Realty  
15 Associates. Do you see that there?

16 MR. LEFKOWITZ: Yes.

17 MR. HOWARD: Okay. You had mentioned that, and I  
18 don't want to misquote you here, but let's just say the  
19 relationship between the debtor and North 14th was set up by a  
20 predecessor of yours; is that correct?

21 MR. LEFKOWITZ: Correct.

22 MR. HOWARD: Who was the predecessor?

23 MR. LEFKOWITZ: Goldie Reisman.

24 MR. MORRISSEY: Okay. I'm going to interject at this  
25 point just to spell that name. I believe that name is spelled

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1 R-E-I-S-M-A-N; is that correct?

2 MR. LEFKOWITZ: Correct.

3 MR. MORRISSEY: Thank you. Please proceed, Mr.

4 Howard.

5 MR. HOWARD: No problem. And Mr. Lefkowitz, do you  
6 happen to know any of the members of North 14th Street Realty  
7 Associates?

8 MR. LEFKOWITZ: I know Reisman.

9 MR. HOWARD: Okay. Anyone else, by change?

10 MR. LEFKOWITZ: No.

11 MR. HOWARD: Okay. Do you know anyone who has a  
12 financial interest in that entity aside from Reisman?

13 MR. LEFKOWITZ: I don't know who has a financial  
14 interest in that entity.

15 MR. HOWARD: Okay. You had discussed the cross-  
16 collateralization arrangement related to the loan on the  
17 property in Suffern, New York at 25 Old Mill Road. Is there  
18 any documentation to commemorate that arrangement?

19 MR. LEFKOWITZ: Yes.

20 MR. HOWARD: Okay. What documents commemorate that,  
21 if you happen to know offhand?

22 MR. LEFKOWITZ: Mortgage, loan agreements.

23 MR. HOWARD: Okay.

24 MR. LEFKOWITZ: Public records.

25 MR. HOWARD: Okay. And just to clarify one of your

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1 comments about the debtor's intent, if any, to pursue any type  
2 of claim against North 14th. Did I hear you right that the  
3 debtor is not intending on pursuing a recovery of any money it  
4 might be owed from North 14th; is that correct?

5 MR. LEFKOWITZ: Correct.

6 MR. HOWARD: Okay. Why is that?

7 MR. LEFKOWITZ: The arrangement we had with North 14.

8 MR. HOWARD: When you say arrangement, it was an  
9 arrangement, not you two made the arrangement, not -- the  
10 debtors made an arrangements not to pursue that, that money?

11 MR. LEFKOWITZ: The arrangement, the deal between  
12 Goldman RX and RS and Goldie Reisman was the undertaking of  
13 alleviating dead properties from its collateral.

14 MR. HOWARD: Okay. As to the loan agreement that you  
15 referenced, do you have a copy of that available at present?

16 MR. LEFKOWITZ: No.

17 MR. HOWARD: Do you know who might?

18 MR. LEFKOWITZ: It's public record, my friend.

19 MR. HOWARD: Okay. That's fair. Have you all  
20 submitted it on the docket? I'm just trying to get a copy of  
21 it. That's what I'm looking for.

22 MR. LEFKOWITZ: So I'm sure your client will pay for  
23 your time to get the document.

24 MR. HOWARD: We'll move on. So if I could ask you  
25 also to look at Schedules E and F of your petition.

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1 MR. LEFKOWITZ: Okay.

2 MR. HOWARD: In particular, question 3. I just want  
3 to go through a couple of these entities listed in Part 2,  
4 where it with subpart 3.1 in a reference of ATC Group. In my  
5 copy it's on page 17 of 35 of your petition. Do you happen to  
6 see that?

7 MR. LEFKOWITZ: Yes..

8 MR. HOWARD: Okay. Okay. Who is ATC Group, sir?

9 MR. LEFKOWITZ: I think it's a fire alarm company.  
10 It's a public company. I think it's part of ADP.

11 MR. HOWARD: Okay. And safe to assume, then, that  
12 that 19,000 dollars and change, that would just be for some  
13 sort of alarm services for the building that they have a claim  
14 for?

15 MR. LEFKOWITZ: I don't know what they have a claim  
16 for. It's in dispute.

17 MR. HOWARD: Okay. Any idea what the dispute's about?

18 MR. LEFKOWITZ: I don't know what the claim is.

19 MR. HOWARD: Okay. If we could look next at -- going  
20 down, at 3.2.,  
DG Realty Management LLC. Do you see that?

21 MR. LEFKOWITZ: Yes.

22 MR. HOWARD: Okay. When you were speaking with Mr.  
23 Morrissey, I believe you said that the five millions dollars  
24 was this year, that was money that DG had advanced to continue  
25 to operate the property. Did I hear that right?

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1 MR. LEFKOWITZ: Correct.

2 MR. HOWARD: Okay. Is there documentation evidencing  
3 that arrangement with DG Realty?

4 MR. LEFKOWITZ: Yes.

5 MR. HOWARD: Okay. And what documentation would that  
6 be?

7 MR. LEFKOWITZ: Management agreement, loan agreement.

8 MR. HOWARD: And have you retained a copy of those  
9 documents?

10 MR. LEFKOWITZ: I'm sure we have, yeah.

11 MR. HOWARD: Okay. I haven't seen. To your  
12 knowledge, those haven't been produced in this case yet, have  
13 they, on the docket?

14 MR. LEFKOWITZ: I don't know.

15 MR. HOWARD: Okay. I don't seem to understand that --  
16 is it that DG Realty has an equity interest in the debtor's  
17 invest -- is that right?

18 MR. LEFKOWITZ: No.

19 MR. HOWARD: Okay. And DG Realty, in one of their  
20 submissions, I believe they said that they had an equity kicker  
21 received with respect to the debtor. Does that ring a bell?

22 MR. LEFKOWITZ: Equity kicker, not an equity interest.

23 MR. HOWARD: Okay. And to your knowledge, what did  
24 they mean when they said equity kicker?

25 MR. LEFKOWITZ: Equity kicker is a term that mezz



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1 lenders use. They charge interest, and they get a bonus equity  
2 kicker for producing a loan.

3 MR. HOWARD: Okay. And does that equity kicker  
4 involve a transmission of equity interest to the mezz lender?

5 MR. LEFKOWITZ: Not equity interest, but equity.  
6 Actually equity money. In other words, when you refinance or  
7 you sell the property, there's an amount of equity that needs  
8 to go to the lender.

9 MR. HOWARD: Okay. So the idea would be that DG would  
10 be getting a kicker in the event that the subject property here  
11 is sold. Am I understanding that right?

12 MR. LEFKOWITZ: Sold or refinanced.

13 MR. HOWARD: Okay. And do you know any of the members  
14 of DG Realty?

15 MR. LEFKOWITZ: Yes.

16 MR. HOWARD: Okay. Who's do you know --

17 MR. LEFKOWITZ: The principal owner.

18 MR. HOWARD: Okay. And do you know their name?

19 MR. LEFKOWITZ: David Gefner.

20 MR. HOWARD: Okay. Is there any connection between  
21 Mr. Gefner and the debtor?

22 MR. LEFKOWITZ: No.

23 MR. HOWARD: Okay. Is there any connection with Mr.  
24 Gefner and any of the principals of the debtor, including  
25 yourself?

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1 MR. LEFKOWITZ: We -- we've been doing business for  
2 the last three years.

3 MR. HOWARD: Okay. Any connections related to  
4 anything outside of business related to the debtor?

5 MR. LEFKOWITZ: No.

6 MR. HOWARD: And does Mr. Gefner have any connection  
7 with a company called Perigrove?

8 MR. LEFKOWITZ: Yes.

9 MR. HOWARD: Okay. Do you know what that connection  
10 is?

11 MR. LEFKOWITZ: It's part of the -- it's an affiliate  
12 of DG Realty.

13 MR. HOWARD: Okay. And do you have any connection  
14 with that company, Perigrove?

15 MR. LEFKOWITZ: I use their offices.

16 MR. HOWARD: Okay. In connection with work for the  
17 debtor?

18 MR. LEFKOWITZ: Correct.

19 MR. MORRISSEY: Mr. Howard, this is Richard Morrissey.  
20 I'm just interjecting. If you could please spell the name of  
21 that entity you just mentioned.

22 MR. HOWARD: Sure. I defer, actually, to Mr.  
23 Lefkowitz. I thought it was P-E-R-R-I-G-R-O-V-E (sic).

24 Is that right, to your knowledge, Mr. Lefkowitz?

25 MR. LEFKOWITZ: Correct.

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1 MR. HOWARD: Okay.

2 MR. MORRISSEY: Thank you.

3 MR. HOWARD: Do you or the debtor pay for the use of  
4 that office space --

5 MR. LEFKOWITZ: It's part of the management --

6 MR. HOWARD: -- Mr. Lefkowitz?

7 MR. LEFKOWITZ: It's part of the management agreement.

8 MR. HOWARD: Okay. This is the same agreement that  
9 covers the advances that DG was making to operate the building?

10 MR. LEFKOWITZ: Oh, it's covered in the management  
11 agreement.

12 MR. HOWARD: The management agreement between who?

13 MR. LEFKOWITZ: Suffern Partners owns a property, an  
14 industrial property that's being managed by DG Realty  
15 Management. Suffern Partners does not have offices in Suffern,  
16 New York. DG Realty's in Suffern, New York. So when they want  
17 to make a phone call, they want to use the bathroom, they go to  
18 a DG Realty manager's office to use those facilities.

19 MR. HOWARD: Okay. All right. Just one moment here.  
20 I have to get my notes together.

21 All right. If we could look at Schedule G. Actually,  
22 I'm sorry. Before we move on to Schedule G, just quickly, in  
23 question 3.4 of Schedule E/F it mentions a debt here from ISSM  
24 Protective Services for 150,000 dollars. Do you see that?

25 MR. LEFKOWITZ: Yeah.

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1 MR. HOWARD: Okay. What's that for?

2 MR. LEFKOWITZ: Security Company.

3 MR. HOWARD: Okay. And when you say security, you  
4 must just -- or security, rather, you mean protecting the  
5 property from these or whatever --

6 MR. LEFKOWITZ: Correct.

7 MR. HOWARD: Okay. We can move on to Section G. I'm  
8 looking at Section G, which I have on page 20 of 35 of the  
9 petition, particularly in Section 2.2. Do you see that?

10 MR. LEFKOWITZ: Yeah.

11 MR. HOWARD: Okay. There it says,  
TT Holder Entity  
12 LLC, right?

13 MR. LEFKOWITZ: Yeah.

14 MR. HOWARD: Okay. And they're the proposed purchaser  
15 of the property at 25 Old Mill Road, right?

16 MR. LEFKOWITZ: Correct

17 MR. HOWARD: Okay. When did you first become aware of  
18 the existence of TT Holder Entity?

19 MR. PASTERNAK: I'm going to object to this line of  
20 questioning, Counselor. This is all subject to a contested  
21 hearing before Judge Lane that, frankly, he's about to rule on.  
22 And we're not going to get into any discovery in this call on  
23 that matter. So I'm going to direct my client not to answer  
24 any questions regarding the pending sale.

25 MR. HOWARD: Mr. Lefkowitz, I presume you'll follow

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1 your client's (sic) instruction, yes?

2 MR. LEFKOWITZ: Absolutely

3 MR. HOWARD: Or your counsel's instructions. Sorry.

4 All right. Let's move on to Section H, then, if we  
5 could?

6 MR. LEFKOWITZ: Um-hum.

7 MR. HOWARD: Okay. Just looking at Section H, the  
8 section's labeled, "Your Codebtors", right?

9 MR. LEFKOWITZ: Um-hum.

10 MR. HOWARD: Okay. Now, you had mentioned earlier on,  
11 I think was under Schedule -- one of the previous schedules --  
12 that the North 14th Street Realty Associates is -- you had  
13 mentioned that entity. North 14th is a cosigner to a  
14 promissory note secured, in part, by 25 Old Mill Road, right?

15 MR. LEFKOWITZ: Correct.

16 MR. HOWARD: Okay. Does the debtor have any other  
17 agreements with the North 14th Street entity aside from that  
18 promissory note?

19 MR. LEFKOWITZ: No.

20 MR. HOWARD: Okay. Also on Schedule -- well, let me  
21 just ask you this, if I could. I believe (indiscernible) Mr.  
22 Morrissey's examination, you had said something akin to the  
23 fact that the debtor and CPIF Lending LLC has a loan agreement  
24 between them; is that right?

25 MR. LEFKOWITZ: Correct.

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1 MR. HOWARD: Okay. Does the debtor retain a copy of  
2 that document?

3 MR. LEFKOWITZ: I think we went through this line of  
4 questioning. These are public records.

5 MR. HOWARD: And when you say public records, you mean  
6 on the docket of this case or available at some clerk's office?

7 MR. LEFKOWITZ: Some clerk's office in Rockland  
8 County.

9 MR. HOWARD: Okay. In the event that the document is  
10 not available in the clerk's office, does the debtor retain a  
11 copy of that agreement?

12 MR. LEFKOWITZ: I'm sure we have copies of it, yes.

13 MR. HOWARD: Okay. And I just want to briefly ask you  
14 about a few transfer -- about transfers that might have been  
15 made by the debtor prior to filing its bankruptcy petition. In  
16 particular, I'd like to -- could you -- are you able to tell us  
17 whether or not there are any payments that the debtor had made  
18 prior to filing the bankruptcy petition greater than, say,  
19 50,000 dollars, except for to lawyers or recurring utility  
20 bills or general service providers in the ordinary course?

21 MR. LEFKOWITZ: You're talking about prior to filing  
22 petition going when back? Ninety days? 180 days? Three  
23 years?

24 MR. HOWARD: As far back as you can remember, since  
25 the inception of the company, and what was the point that would

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1 gain, if I recall correctly?

2 MR. LEFKOWITZ: So if -- so then repeat your question  
3 again. If payments were made to what, other than ordinary  
4 course of business, the answer is no.

5 MR. HOWARD: Okay. Has the debtor made any  
6 distributions to its members since its inception in 2017?.

7 MR. LEFKOWITZ: No.

8 MR. HOWARD: Okay. What are the payments to its  
9 managers other than salary?

10 MR. LEFKOWITZ: None.

11 MR. HOWARD: You'd mentioned that you, if I recall  
12 correctly, that you had acquired your interest in Suffern in  
13 2019; is that right?

14 MR. LEFKOWITZ: Correct.

15 MR. HOWARD: Okay. Do you recall which month, by  
16 chance?

17 MR. LEFKOWITZ: Either March or April.

18 MR. HOWARD: You don't recall the day?

19 MR. LEFKOWITZ: No.

20 MR. HOWARD: Is there anyone -- well, let me ask you  
21 this first of all. I assume you've done the lion's share of  
22 the bookkeeping for Suffern since you acquired your interest in  
23 2019, correct?

24 MR. LEFKOWITZ: Correct.

25 MR. HOWARD: Okay. Do you happen to recall who

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1 managed the books prior to that?

2 MR. LEFKOWITZ: No.

3 MR. HOWARD: Are you aware if debtor has filed all  
4 appropriate tax returns since its inception?

5 MR. LEFKOWITZ: Appropriate returns, correct. Yeah.

6 MR. HOWARD: Appropriate returns, yes.

7 MR. LEFKOWITZ: I believe so, yeah.

8 MR. HOWARD: Okay. And does the debtor retain those  
9 copies of returns?

10 MR. LEFKOWITZ: I believe so.

11 MR. HOWARD: Okay.

12 MR. LEFKOWITZ: Whatever they filed, I have.

13 MR. HOWARD: Okay. One moment. Are you familiar with  
14 an entity called Bridgewater Capital?

15 MR. LEFKOWITZ: Only by name.

16 MR. HOWARD: Okay. Do you recall where you would have  
17 heard that name?

18 MR. LEFKOWITZ: The closing statement.

19 MR. HOWARD: Okay. The closing statement for what?  
20 For the 25 Old Mill Road property?

21 MR. LEFKOWITZ: Closing statement when Suffern  
22 Partners acquired the property, the --

23 MR. PASTERNAK: Counsel, I'm going to stop this line  
24 of questioning then. This is related to the dispute between  
25 our respective clients. I'm going to direct the client to



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1 answer no further questions about this entity.

2 MR. HOWARD: Okay. Mr. Lefkowitz, could I ask you, do  
3 you anticipate -- well, let me ask you first of all, Mr.  
4 Lefkowitz. I assume you're going to follow your advice of  
5 counsel?

6 MR. LEFKOWITZ: Yes.

7 MR. HOWARD: Okay. Do you anticipate any unreported  
8 claims in the schedules here being filed from any entities  
9 related to that closing that you just mentioned?

10 MR. LEFKOWITZ: Say that again. Do I anticipate? I  
11 anticipate nothing.

12 MR. HOWARD: Yes, do you -- I'm sorry. The speaker  
13 broke up a bit. Could I hear that answer again?

14 MR. LEFKOWITZ: You're asking me if I anticipate?

15 MR. HOWARD: Yes. Do you anticipate any claims from  
16 any --

17 MR. LEFKOWITZ: I don't anticipate. I don't  
18 anticipate nothing until it shows up in the register.

19 MR. HOWARD: Okay.

20 MR. MORRISSEY: Okay. Mr. Howard, are you almost  
21 finished with the questioning?

22 MR. HOWARD: I am, Mr. Morrissey. Just maybe a minute  
23 or two more at most.

24 Are you familiar with the entity Watermark Associates?

25 MR. LEFKOWITZ: No.

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1 MR. HOWARD: Are you familiar with an individual named  
2 Jacob Lefkowitz?

3 MR. LEFKOWITZ: No.

4 MR. HOWARD: Okay. Just one more moment, Mr.  
5 Morrissey. If you'll just indulge me to consult with my  
6 cocounsel just briefly?

7 Okay. Mr. Lefkowitz, that concludes our questions for  
8 this time. Thank you for your time.

9 And Mr. Morrissey, thank you for your indulgence.

10 MR. MORRISSEY: Okay. Thank you, Mr. Howard.

11 I'm just going to go down the list. No one is  
12 required to ask questions, just so you're aware of that.

13 But Continental Kosher Catering. Is anyone on the  
14 line for them? Hearing no response.

15 Mr. Fiveson, do you have any questions?

16 MR. FIVESON: Yes, I do. I have a few questions.  
17 Thank you.

18 Mr. Lefkowitz, how did you learn of the opportunity to  
19 purchase the membership interest in Suffern from Ms. Reisman  
20 and RSOM?

21 MR. LEFKOWITZ: They reached out to me.

22 MR. FIVESON: And had you had any prior business  
23 relationships with Ms. Reisman or RSOM?

24 MR. LEFKOWITZ: No.

25 MR. FIVESON: Now, the DG Realty obligation that you

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1 have on the Schedule E/F, is there an underlying promissory  
2 note that was given by Suffern to DG Realty to memorialize the  
3 obligations of these payments?

4 MR. MORRISSEY: Yes.

5 MR. FIVESON: And where was that note?

6 MR. LEFKOWITZ: Its physical notice?

7 MR. FIVESON: Yes.

8 MR. LEFKOWITZ: I assume it's with DG.

9 MR. FIVESON: Okay. Did anyone guarantee that note?

10 MR. LEFKOWITZ: No.

11 MR. FIVESON: And were there, in fact, payments made  
12 by DG Realty to the Suffern?

13 MR. LEFKOWITZ: Sure.

14 MR. FIVESON: And how were these payments made?

15 MR. LEFKOWITZ: What kinds of payments?

16 MR. FIVESON: Well, were they made by check, cash,  
17 wire?

18 MR. LEFKOWITZ: Credit card.

19 MR. FIVESON: Well --

20 MR. LEFKOWITZ: I'm saying cash --

21 MR. FIVESON: Did Suffern --

22 MR. LEFKOWITZ: -- credit card to the list.

23 MR. FIVESON: And credit cards?

24 MR. LEFKOWITZ: For them managing the property.

25 MR. FIVESON: Well, let me let me break that down.

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1 Were the payments made into Suffern directly?

2 MR. LEFKOWITZ: No. No.

3 MR. FIVESON: By the way, did Suffern have a bank  
4 account prior to its filing Chapter 11?

5 MR. LEFKOWITZ: Yes.

6 MR. FIVESON: And where was that bank account?

7 MR. LEFKOWITZ: Citibank.

8 MR. FIVESON: At what branch?

9 MR. LEFKOWITZ: Oh, I wouldn't know that.

10 MR. FIVESON: Okay. So is it fair to say that there  
11 are no direct payments from DG Realty to Suffern's bank account  
12 that comprises this five million dollars?

13 MR. LEFKOWITZ: Correct.

14 MR. FIVESON: And are there any wire transfers of  
15 money from DG Realty to Suffern that comprises this five  
16 millions dollars?

17 MR. LEFKOWITZ: No.

18 MR. FIVESON: And are there any cash deposits from DG  
19 Realty into this bank account that comprises the five dollars  
20 million?

21 MR. LEFKOWITZ: No.

22 MR. FIVESON: Now, what did DG Realty render periodic  
23 statements to Suffern to account for the money that it was  
24 advancing on behalf of Suffern?

25 MR. LEFKOWITZ: Yes.

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1 MR. FIVESON: And when were these statements rendered?

2 MR. LEFKOWITZ: I wouldn't know, but I know there are  
3 statements.

4 MR. FIVESON: All right. Did you receive those  
5 statements?

6 MR. LEFKOWITZ: Yes.

7 MR. FIVESON: And do you have copies of those  
8 statements?

9 MR. LEFKOWITZ: Yes.

10 MR. FIVESON: And have any monies has been paid to DG  
11 Realty by Suffern?

12 MR. LEFKOWITZ: Okay (sic).

13 MR. FIVESON: You also mentioned credit cards. Can  
14 you explain, was DG Realty charging expenses for Suffern on its  
15 credit cards?

16 MR. LEFKOWITZ: Correct.

17 MR. FIVESON: And is there, in the statements that DG  
18 Realty rendered, did they itemize the credit card expenses?

19 MR. LEFKOWITZ: Yes.

20 MR. FIVESON: And when was the last date you got a  
21 statement from DG Realty for advances made on behalf of  
22 Suffern?

23 MR. LEFKOWITZ: Prior to the bankruptcy.

24 MR. FIVESON: Well, when was that?

25 MR. LEFKOWITZ: I don't know. Sometimes in either end

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1 of April, beginning of May.

2 MR. FIVESON: And what was the amount that was claimed  
3 to be owed on that statement?

4 MR. LEFKOWITZ: Five million and change.

5 MR. FIVESON: And that five million dollars, does that  
6 includes interest?

7 MR. LEFKOWITZ: Yes.

8 MR. FIVESON: What is the interest that Suffern agreed  
9 to pay DG Realty for its advances?

10 MR. LEFKOWITZ: I don't -- I don't have it in front of  
11 me.

12 MR. FIVESON: Well, do you have an approximate amount?

13 MR. LEFKOWITZ: I think it was 110 percent.

14 MR. FIVESON: Now, I think you mentioned that David  
15 Gefen is a principal of Perigrove.

16 MR. LEFKOWITZ: I didn't say that.

17 MR. FIVESON: Is that correct?

18 MR. LEFKOWITZ: And I said David Gefner is a principal  
19 of DG Realty.

20 MR. FIVESON: Excuse me. And does he have a  
21 relationship with Perigrove?

22 MR. LEFKOWITZ: Yes. That's the same question that  
23 Casey asked.

24 MR. FIVESON: Well, I'm just leading into another  
25 question. Now, what was his --

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1 MR. LEFKOWITZ: Why don't you -- why don't you ask --  
2 why don't you ask the leading question? You don't have to  
3 repeat the same questions.

4 MR. FIVESON: Well, I have to -- thank you. I  
5 appreciate your assistance.

6 What is his title at Perigrove?

7 MR. LEFKOWITZ: I don't know.

8 MR. FIVESON: Now, do you have any relation with  
9 Perigrove?

10 MR. LEFKOWITZ: Again, it's the same line of  
11 questioning. If you want me to repeat it, I'll repeat it.

12 MR. FIVESON: Yeah. I think you said they --

13 MR. LEFKOWITZ: Could --

14 MR. FIVESON: -- an office there. Other than officing  
15 there, do you presently have any relation with Perigrove?

16 MR. LEFKOWITZ: What does a relation mean? I said I'm  
17 officing --

18 MR. FIVESON: Are you an officer? Are you a director?  
19 Do you hold an office with Perigrove?

20 MR. LEFKOWITZ: I don't hold an office with Perigrove.  
21 I'm not a director, although maybe I use the title director in  
22 business transaction talking to vendors, but I'm not a  
23 director. I'm not a shareholder. I'm not an officer. I'm not  
24 a member. I'm not a principal.

25 MR. FIVESON: Okay. So let me just clarify --

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1 MR. PASTERNAK: Mr. Fiveson. Mr. Fiveson, excuse me.

2 MR. FIVESON: Yes.

3 MR. PASTERNAK: This line of questioning has to do  
4 with the debtor's assets and liabilities.

5 MR. FIVESON: Who's speaking? I'm sorry.

6 MR. PASTERNAK: I'm sorry. This is Mr. Pasternak.  
7 I'm supposed to identify.

8 MR. FIVESON: Well, and I'm trying to determine  
9 whether or not this scheduled claim is a bona fide claim or  
10 whether it's a claim of an insider. I'm almost finished.

11 MR. PASTERNAK: Go ahead. Go ahead, David.

12 MR. FIVESON: I'm almost finished, but that's the  
13 basis.

14 MR. PASTERNAK: Oh. Thank you.

15 MR. FIVESON: But just so I'm clear, currently you  
16 don't have any business title with Perigrove; is that correct?

17 MR. LEFKOWITZ: I don't know what business title  
18 means. Tell me --

19 MR. FIVESON: You not an officer? You're not a  
20 director? You're not a --

21 MR. LEFKOWITZ: I'm not a director. I'm not a  
22 principal. I'm not a shareholder. I'm not a manager. I'm not  
23 an employee. And I'm not a principal.

24 MR. FIVESON: Okay. Now --

25 MR. LEFKOWITZ: And I don't get paid from Perigrove.



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1 MR. FIVESON: Now, have you ever, in the past, held  
2 yourself out as a manager, member, principal, director, or  
3 employee of Perigrove?

4 MR. LEFKOWITZ: I don't recall.

5 MR. FIVESON: Okay. I have no further questions.  
6 Thank you.

7 MR. MORRISSEY: Okay. Thank you Mr. Fiveson.

8 Looking down my list here, Mr. Alleman, CPIF is a  
9 secured lender, and this is a meeting of unsecured creditors.  
10 But still, since you're here, if you would like to ask a few  
11 questions, please do.

12 MR. ALLEMAN: Thank you. We don't have any questions.

13 MR. MORRISSEY: All right. Thank you.

14 Mr. Alter?

15 MR. ALTER: No questions. Thank you, Mr. Morrissey.

16 MR. MORRISSEY: Thank you. And finally, Mr. Frankel.

17 Mr. Frankel, are you still there? Okay. Hearing no  
18 response.

19 So that is all from me as well. I appreciate your  
20 participation and --

21 MR. FRANKEL: Excuse me. Excuse me. I just got my --  
22 I had a problem with the phone. I'm sorry.

23 MR. MORRISSEY: Okay. Mr. --

24 MR. FRANKEL: May I ask my questions?

25 MR. MORRISSEY: Mr. Frankel, is that you?

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1 MR. FRANKEL: Yes.

2 MR. MORRISSEY: Okay. Would you like to ask any  
3 questions?

4 MR. FRANKEL: Yes, I would. Yes.

5 MR. MORRISSEY: Okay. And please speak loudly, just  
6 so that the machine can pick up your voice. And also please  
7 repeat the names of the entities that you represent. Thank  
8 you.

9 MR. FRANKEL: Yes. Yes. My name is Uziel Frankel,  
10 and my company is Lone Pine Associates LLC, and I'm also  
11 representing Judy Brags.

12 My question to Mr. Lefkowitz was regarding income to  
13 the company. First I want to ask, how large is the property,  
14 the actual building on the premises, which including the kosher  
15 caterer, whatever his name is, how big is that property?

16 MR. LEFKOWITZ: First of all, who are you, and what's  
17 your standing here?

18 MR. FRANKEL: I'm owed money by Suffern.

19 MR. PASTERNAK: And I have the same question. This is  
20 Mr. Pasternak.

21 Mr. Frankel, are you an attorney?

22 MR. FRANKEL: No.

23 MR. PASTERNAK: All right. Well, what do you mean by  
24 you represent Judy Brags?

25 MR. FRANKEL: No, he asked me to -- just to mention --

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1 to be able to ask any questions. I don't have any questions on  
2 Judy Brags, so let's say we'll drop that. But I do  
3 represent --

4 MR. PASTERNAK: Okay. So you're a principal of Loan  
5 Pine?

6 MR. FRANKEL: Lone Pine Associates, yes. Yes. Yes.

7 MR. PASTERNAK: All right. Let the record reflect  
8 that he is not a creditor of this bankruptcy. And I'm going to  
9 object --

10 MR. FRANKEL: Well, I should have been.

11 MR. PASTERNAK: -- to this module. That's all.

12 MR. FRANKEL: I should have been.

13 MR. PASTERNAK: No, your --

14 MR. FRANKEL: I should have been.

15 MR. PASTERNAK: -- claims were dismissed in state  
16 court, sir.

17 MR. FRANKEL: No, it wasn't. It was dismissed -- not  
18 against Suffern. Not against Suffern. No. On the record,  
19 Judge Drain said no.

20 MR. PASTERNAK: Okay.

21 MR. FRANKEL: Check the record.

22 MR. PASTERNAK: Okay.

23 MR. MORRISSEY: Okay. Mr. --

24 MR. FRANKEL: Check the record from January of '20.  
25 Check it.

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1 MR. MORRISSEY: Okay. Okay. Mr. Frankel --

2 MR. FRANKEL: I'm there --

3 MR. MORRISSEY: This is Richard Morrissey again. I'll  
4 call you a disputed creditor for the limited purpose of this  
5 341 meeting. But if you would like to ask just a couple of  
6 questions, please do. Thank you.

7 MR. FRANKEL: Okay. Thank you. My first question was  
8 the size of the building. How many square feet?

9 MR. LEFKOWITZ: Mr. Morrissey, this Frankel, Uziel  
10 Frankel, is a fraudster.

11 MR. MORRISSEY: Okay. Mr. --

12 MR. LEFKOWITZ: We forced him out in the state court.

13 MR. MORRISSEY: Mr. Lefkowitz.

14 MR. LEFKOWITZ: Let me finish. Judge, let me finish  
15 talking. We flushed them out in state court. He's trying to  
16 confuse this meeting, something about what Judge Drain said.  
17 We had lengthy litigation in state court, and it was all -- all  
18 dismissed and all disposed of, and I refuse to have any  
19 conversation with this man.

20 MR. PASTERNAK: He's going to have to request a 2004  
21 examination of my client, Mr. Morrissey. We object to any line  
22 of questioning from this person.

23 MR. MORRISSEY: Okay. And Mr. Frankel, considering I  
24 am not the court, I am not the judge, I cannot compel --

25 MR. FRANKEL: I understand.

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1 MR. MORRISSEY: -- an answer.

2 MR. FRANKEL: I appreciate that. Thank you.

3 MR. MORRISSEY: Okay?

4 MR. FRANKEL: Yeah. But it's just very interesting.

5 I just want to say this, but listening to --

6 MR. PASTERNAK: Before you sit -- before you --

7 MR. MORRISSEY: Okay. Okay.

8 MR. LEFKOWITZ: Before you -- before you say -- why  
9 don't you disclose -- why don't you disclose at this meeting  
10 that you're also in the bankruptcy of RS Old Mill in the  
11 Eastern District, because you are.

12 MR. FRANKEL: Because it's in the records. It's the  
13 records itself. Have your client pay for it.

14 MR. MORRISSEY: Okay.

15 MR. FRANKEL: I can be just as nasty as your client.

16 MR. MORRISSEY: Okay. This is not 341 meeting  
17 questioning, so I'm going to cut it off there. And everyone  
18 has had a -- h

19 MR. FRANKEL: I was just looking to discussing about  
20 some income that came into the building that he's not  
21 discussing.

22 MR. MORRISSEY: Okay. Okay. Mr. Frankel, he's not  
23 going to answer the questions, and I can't --

24 MR. FRANKEL: Why doesn't he have to answer?

25 MR. MORRISSEY: I can't.

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1 MR. FRANKEL: He doesn't have to answer.

2 MR. MORRISSEY: And I can't force him to. But you can  
3 seek an order from the court directing that Mr. Lefkowitz  
4 appear for a deposition, if you would like to go that route,  
5 but you would need court approval for that. I can't give you  
6 that approval.

7 So having said that, I believe the questioning is all  
8 done. Then I take it there's no one else on the line who  
9 wishes to ask any questions of Mr. Lefkowitz? Okay. Hearing  
10 no response, I thank you very much. I wish you all good luck.  
11 And this meeting is closed.

12 (Whereupon these proceedings were concluded at 3:01 PM)

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C E R T I F I C A T I O N

I, Hana Copperman, certify that the foregoing transcript is a  
true and accurate record of the proceedings.

*Hana Copperman*

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Hana Copperman (CET-487)  
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Date: June 29, 2021

	<b>27:15;49:24</b>	<b>46:20;53:10,12</b>	<b>arrangement (8)</b>	<b>23;20:16,24;25:9,16;</b>
<b>A</b>	<b>adversary (3)</b>	<b>ALTER (4)</b>	34:16,18;35:7,8,9,	<b>43:15,18;50:23;</b>
	20:1,23,25	8:3,4;54:14,15	9,11;37:3	<b>56:8;58:10</b>
<b>able (5)</b>	<b>advice (2)</b>	<b>Alter&amp; (1)</b>	<b>arrangements (1)</b>	<b>based (3)</b>
23:25;24:2;26:8;	29:14;46:4	8:4	35:10	14:24;23:18;32:1
43:16;56:1	<b>affairs (1)</b>	<b>Although (3)</b>	<b>arrears (3)</b>	<b>basically (1)</b>
<b>Abriano (2)</b>	10:10	5:24;22:11;52:21	15:19;23:15;24:24	18:5
11:20,24	<b>affect (1)</b>	<b>always (2)</b>	<b>aside (2)</b>	<b>basis (1)</b>
<b>A-B-R-I-A-N-O (1)</b>	30:19	13:23,25	34:12;42:17	53:13
11:21	<b>affiliate (1)</b>	<b>amended (1)</b>	<b>assessment (1)</b>	<b>bathroom (1)</b>
<b>Absolutely (1)</b>	39:11	12:13	28:12	40:17
42:2	<b>Affirm (1)</b>	<b>among (2)</b>	<b>assets (1)</b>	<b>become (1)</b>
<b>Abstract (3)</b>	5:20	28:7;31:16	53:4	41:17
7:25;20:14,19	<b>affirmed (1)</b>	<b>amount (16)</b>	<b>assign (1)</b>	<b>begin (3)</b>
<b>according (1)</b>	5:22	15:13,16,18,25;	18:10	5:16;32:20,21
28:11	<b>affirming (1)</b>	18:11;22:3,4,15;	<b>assistance (1)</b>	<b>beginning (1)</b>
<b>account (14)</b>	5:19	25:4;30:9,14,18;	52:5	51:1
11:4,7,13,16;	<b>afloat (1)</b>	32:2;38:7;51:2,12	<b>associated (3)</b>	<b>behalf (5)</b>
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